

<i>SERFF Tracking Number:</i>	<i>ACEH-125255428</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>ACE American Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-025757</i>
<i>Company Tracking Number:</i>	<i>07-GL-160 (F)</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>07-GL-160 (F)</i>		
<i>Project Name/Number:</i>	<i>Premises Pollution Liability - Independent Forms & Rules/07-GL-160 (F)</i>		

Filing at a Glance

Company: ACE American Insurance Company

Product Name: 07-GL-160 (F)

SERFF Tr Num: ACEH-125255428 State: Arkansas

TOI: 17.0 Other Liability - Claims

SERFF Status: Closed

State Tr Num: AR-PC-07-025757

Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: 07-GL-160 (F)

State Status:

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith

Roberts, Brittany Yielding

Authors: Barb Niles, CPCU, ARP,

Disposition Date: 09/21/2007

Bob Wolfrom, Renice Cox

Date Submitted: 08/09/2007

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

General Information

Project Name: Premises Pollution Liability - Independent Forms & Rules Status of Filing in Domicile: Authorized

Project Number: 07-GL-160 (F)

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 09/21/2007

State Status Changed: 08/09/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We are submitting this filing to provide Pollution Liability coverage on an admitted basis, to its general clientele. This policy will provide coverage for first party clean-up of pollution releases that occur at the insureds premises and potential defense and indemnity for subsequent third party claims. This filing includes the policy form, declarations page and endorsement language necessary to execute the appropriate policy language. See the Filing Memorandum for details.

Company and Contact

Filing Contact Information

SERFF Tracking Number: ACEH-125255428 State: Arkansas
Filing Company: ACE American Insurance Company State Tracking Number: AR-PC-07-025757
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Robert Wolfrom, CPCU, Regulatory Specialist robert.wolfrom@ace-ina.com
436 Walnut Street (215) 640-5123 [Phone]
Philadelphia, PA 19106 (215) 640-4986[FAX]

Filing Company Information

ACE American Insurance Company CoCode: 22667 State of Domicile: Pennsylvania
PO Box 1000 Group Code: 626 Company Type:
436 Walnut Street
Philadelphia, PA 19106 Group Name: State ID Number:
(215) 640-5123 ext. [Phone] FEIN Number: 95-2371728

SERFF Tracking Number: *ACEH-125255428* *State:* *Arkansas*
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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50.00 Flat Fee
Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
PS 00303919	\$50.00	08/08/2007

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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	09/21/2007	09/21/2007

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Edith Roberts	08/16/2007	08/16/2007	Bob Wolfrom	09/14/2007	09/14/2007
Industry						
Response						

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Clarification of Objections	Note To Reviewer	Bob Wolfrom	08/27/2007	08/27/2007
Check Number	Note To Reviewer	Renice Cox	08/09/2007	08/09/2007

SERFF Tracking Number: *ACEH-125255428* *State:* *Arkansas*
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Disposition

Disposition Date: 09/21/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ACEH-125255428 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Forms List	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Filing Memorandum	Approved	Yes
Form	Premises Pollution Liability II Insurance Policy EZ Form	Approved	Yes
Form	Premises Pollution Liability II Insurance Policy EZ Form (Declarations)	Approved	Yes
Form	Premises Pollution Liability Coverage Application	Approved	Yes
Form	Additional Insured Endorsement	Approved	Yes
Form	Contingent Transportation Coverage - with sub-limit Endorsement	Approved	Yes
Form	Schedule of Additional Covered Locations Endorsement	Approved	Yes
Form	Schedule of Covered Locations Endorsement	Approved	Yes
Form	Supplemental Extended Reporting Period - 12 Months Endorsement	Approved	Yes
Form	Supplemental Extended Reporting Period - 24 Months Endorsement	Approved	Yes
Form	Fungi Coverage Endorsement	Approved	Yes
Form	Named Insured(s) Endorsement	Approved	Yes
Form	Schedule of Non-owned Disposal Site(s) with sub-limit Endorsement	Approved	Yes
Form	Retroactive Date Endorsement	Approved	Yes
Form	Signatures	Approved	Yes
Form	Policyholder Disclosure Notice of Terrorism Insurance Coverage for Rejection	Approved	Yes
Form	Terrorism Risk Insurance Act ("TRIA") Endorsement for Coverage	Approved	Yes
Form	Terrorism Risk Insurance Act ("TRIA") Endorsement	Approved	Yes

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Form	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders	Approved	Yes
Form	ACE Producer Compensation Practices & Policies	Approved	Yes
Form	Trade or Economic Sanctions Endorsement	Approved	Yes
Form	Arkansas Amendatory Endorsement	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 08/16/2007
Submitted Date 08/16/2007

Respond By Date

Dear Robert Wolfrom, CPCU,

This will acknowledge receipt of the captioned filing.

With reference to Form PF-22198 (04/07) and Form PF-22195 (04/07), please refer to provision T, page 4 and I. T respectively. You must also include an exception for "soot, smoke, vapors and fumes" from a "hostile fire". Hostile fire may be defined as "one which breaks out from where it was intended to be."

Please reference Form PF-22198, VII. B., Form PF-22193, VII. B and PF-22194 VII. B. These provisions state that the limit of liability will not be increased or reinstated for any extended reporting period. AR Code Anno. 23-79-306 (6), states that the limit must be the greater of the limit remaining or reinstated to 50% of the expiring policy aggregate.

Sincerely,
Edith Roberts

Please feel free to contact me if you have questions.

Sincerely,
Edith Roberts

Response Letter

Response Letter Status Submitted to State
Response Letter Date 09/14/2007
Submitted Date 09/14/2007

Dear Edith Roberts,

Comments:

Response 1

SERFF Tracking Number: ACEH-125255428 State: Arkansas

Filing Company: ACE American Insurance Company State Tracking Number: AR-PC-07-025757

Company Tracking Number: 07-GL-160 (F)

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Comments: In response to your questions:

1. See our Note to Reviewer of 8/27 requesting clarification.
2. We have attached a new state amendatory endorsement PF-22676 to address the issue.

Thank you.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Arkansas Amendatory Endorsement	PF-22676	(09/07)	Endorsement/Amendment/Conditions	New		0	PF 22676_AR Amendatory.pdf

No Rate/Rule Schedule items changed.

Sincerely,
 Barb Niles, CPCU, ARP, Bob Wolfrom, Renice Cox

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Note To Reviewer

Created By:

Bob Wolfrom on 08/27/2007 02:00 PM

Subject:

Clarification of Objections

Comments:

Dear Ms. Roberts:

We would like to inquire further regarding your first objection on this filing. Specifically, with respect to the definition of "pollution condition" in the policy form and the "fungi" coverage endorsement (PF-22198 (04/07) and Form PF-22195 (04/07), respectively), You appear to be asking us to carve out coverage for soot, smoke, vapor and fumes which result from a "hostile fire." It is unclear exactly why you would want to limit any coverage that might be available to an Arkansas insured under this form. This is specifically a pollution liability form meant to pick up costs of a pollution conditions regardless of whether the cause is a hostile fire or not. We assume you are not seeking to limit the coverage afforded to applicants in your state. However, are you attempting to avoid a duplicative coverage situation in the event that a particular insured has general liability coverage with a pollution exclusion that incorporates a hostile fire exception. It would be very helpful if we could get further clarification on this point.

Thank you.

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Note To Reviewer

Created By:

Renice Cox on 08/09/2007 03:02 PM

Subject:

Check Number

Comments:

Please be advised the correct check number should be PS 00303935. We apologize for any inconvenience this may have caused.

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Premises Pollution Liability II Insurance Policy EZ Form	PF-22198	(04/07)	Policy/CoveNew rage Form		0.00	PF22198 PPL EZ Final Policy 4-13-07.pdf
Approved	Premises Pollution Liability II Insurance Policy EZ Form (Declarations)	PF-22101	(04/07)	Declaration New s/Schedule		0.00	PF22101_D eclarations Page PPL EZ.pdf
Approved	Premises Pollution Liability Coverage Application	PF-22100	(04/07)	Application/ New Binder/Enro llment		0.00	PF22100_P PL EZ Application.p df
Approved	Additional Insured Endorsement	PF-22189	(04/07)	Endorseme New nt/Amendm ent/Condi ti ons		0.00	PF22189 Additional Insured PPL EZ .pdf
Approved	Contingent Transportation Coverage - with sub-limit Endorsement	PF-22190	(04/07)	Endorseme New nt/Amendm ent/Condi ti ons		0.00	PF22190 Contingent Transportati on sublimit PPL EZ.pdf
Approved	Schedule of Additional Covered Locations Endorsement	PF-22191	(04/07)	Endorseme New nt/Amendm ent/Condi ti ons		0.00	PF22191 Covered Locations Sched AP PPL EZ.pdf
Approved	Schedule of Covered Locations Endorsement	PF-22192	(04/07)	Endorseme New nt/Amendm ent/Condi ti ons		0.00	PF22192 Covered Locations Sched PPL EZ.pdf
Approved	Supplemental	PF-22193	(04/07)	Endorseme New		0.00	PF22193

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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

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	Extended Reporting Period - 12 Months		nt/Amendment/Conditions		ERP 12 Months PPL EZ.pdf
Approved	Supplemental Extended Reporting Period - 24 Months Endorsement	PF-22194 (04/07)	Endorsement New nt/Amendment/Conditions	0.00	PF22194 ERP 24 Months PPL EZ.pdf
Approved	Fungi Coverage Endorsement	PF-22195 (04/07)	Endorsement New nt/Amendment/Conditions	0.00	PF22195 Fungi PPL EZ.pdf
Approved	Named Insured(s) Endorsement	PF-22196 (04/07)	Endorsement New nt/Amendment/Conditions	0.00	PF22196 Named Insureds PPL EZ.pdf
Approved	Schedule of Non-owned Disposal Site(s) with sub-limit Endorsement	PF-22197 (04/07)	Endorsement New nt/Amendment/Conditions	0.00	PF22197 NODS Sched sublimit PPL EZ.pdf
Approved	Retroactive Date Endorsement	PF-22199 (04/07)	Endorsement New nt/Amendment/Conditions	0.00	PF22199 Retroactive Date PPL EZ.pdf
Approved	Signatures	CC1k11e (02/06)	Other New	0.00	Cc1k11e.pdf
Approved	Policyholder Disclosure Notice of Terrorism Insurance Coverage for Rejection	PF-19621 (01/06)	Disclosure/ New Notice	0.00	PF19621 Policyholder Disclosure Notice of Terrorism.pdf
Approved	Terrorism Risk Insurance Act ("TRIA") Endorsement for Coverage	PF-19620 (01/06)	Endorsement New nt/Amendment/Conditions	0.00	PF19620 Terrorism Risk Insurance Act.pdf

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Product Name: 07-GL-160 (F)

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Approved	Terrorism Risk Insurance Act ("TRIA") Endorsement	PF-20414 (6/06)	Endorsement/Amendment/Conditions	0.00	PF20414 TRIA 2006.pdf
Approved	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders	IL P 001 01 04 01 04	Disclosure/ New Notice	0.00	IL P 001 01 04 OFAC Notice .pdf
Approved	ACE Producer Compensation Practices & Policies	ALL- 20887 (10/06)	Other New	0.00	ALL20887 Producer Compensation Practices.pdf
Approved	Trade or Economic Sanctions Endorsement	ALL- 21101 (11/06)	Endorsement/Amendment/Conditions	0.00	ALL21101 Trade or Economic Sanctions.pdf
Approved	Arkansas Amendatory Endorsement	PF-22676 (09/07)	Endorsement/Amendment/Conditions	0.00	PF 22676_AR Amendatory.pdf



Premises Pollution Liability II Insurance Policy EZ FORM

This Policy is issued by the stock insurance company listed above (herein called “the Insurer”).

THIS IS A CLAIMS MADE POLICY. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND WILL ERODE THE LIMITS OF LIABILITY AND ANY APPLICABLE SELF-INSURED RETENTION.

Throughout this Policy the words “the Insurer” shall refer to the company providing this insurance. Other words and phrases that appear in quotation marks have special meanings and are defined in Section **IV. - Definitions**.

In consideration of the payment of the Premium and in reliance upon all statements made in the Application to this Policy, including the information furnished in connection therewith, and subject to all terms, definitions, conditions, exclusions and limitations of this Policy, the Insurer agrees to provide insurance coverage to the “insured” as described herein.

I. INSURING AGREEMENT

The Insurer agrees to pay on behalf of the “insured” for Coverage(s) provided, as identified on the Declarations for:

“Claims”, “remediation costs”, and associated “legal defense expenses”, in excess of the “self-insured retention”, arising out of a “pollution condition” on, at, under, or migrating from the “covered location(s)”, provided that such “pollution condition” first commences, in its entirety, on or after the policy inception date shown in Item **2.a.** of the Declarations, and:

1. A “claim(s)” is first made against the “insured” and reported to the Insurer, in writing, during the “policy period” or applicable “extended reporting period”; or
2. The “insured” first discovers such “pollution condition” and reports it to the Insurer, in writing, during the “policy period” or any applicable “extended reporting period”.

II. LIMITS OF LIABILITY AND SELF-INSURED RETENTION

- A.** It is expressly agreed that the Insurer’s obligation to pay for any covered “claim(s)”, “remediation costs”, or “legal defense expense(s)” shall attach to the Insurer only after the “insured” shall have paid, in the applicable legal currency, the full amount of the “self-insured retention”. Under no circumstances shall the Insurer be liable to pay any amount within the “self-insured retention”.
- B.** The “self-insured retention” shall apply to all “claim(s)”, “remediation cost(s)”, and “legal defense expense(s)” arising from the same, continuous, repeated, or related “pollution condition”.
- C.** Subject to Paragraph **D.**, below, the most the Insurer shall pay for all “claim(s)”, “remediation cost(s)”, and “legal defense expense(s)” arising from the same, continuous, repeated, or related “pollution condition” is the Limit shown in Item **2.b.** of the Declarations.
- D.** The Limit shown in Item **2.c.** of the Declarations shall be the maximum liability of the Insurer under this Policy with respect to all “claim(s)”, “remediation cost(s)”, and “legal defense expense(s)” for all “pollution conditions”.
- E.** If the Insurer, or an affiliate, has issued claims-made Premises Pollution Liability coverage for the “covered location” in one or more policy periods and:
 1. The discovery of a “pollution condition” is reported to the Insurer in accordance with the terms and conditions of this Policy, then all such continuous, repeated, or related “pollution conditions” that are reported to the Insurer under a subsequent Premises Pollution Liability Policy shall be deemed to have been discovered during this “policy period”; and

2. All “claims” for “bodily injury”, “property damage”, or “remediation costs” arising out of a “pollution condition” that was discovered during this “policy period”, including any continuous, repeated, or related “pollution conditions”, shall be deemed to have been first made and reported during this “policy period”, provided that the “insured” has maintained Premises Pollution Liability coverage with the Insurer or an affiliate on a continuous, uninterrupted basis since the discovery of such “pollution condition” or the first such “claim” was made against the “insured”, and reported to the Insurer.

III. DEFENSE AND SETTLEMENT

- A. The Insurer will have the right and the duty to defend the “insured” against a “claim” to which this insurance applies. The Insurer shall have no duty to defend the “insured” against any “claim(s)” to which this insurance does not apply. The Insurer’s duty to defend ends once the Limits of Liability are exhausted or are tendered into a court of applicable jurisdiction, or once the “insured” refuses a settlement offer as provided in Paragraph E. below.
- B. The Insurer will have the right to select legal counsel to represent the “insured” for the investigation, adjustment, and defense of any “claim(s)” covered under this Policy. Selection of legal counsel by the Insurer shall not be done without the consent of the “insured”; such consent shall not be unreasonably withheld. “Legal defense expense(s)” incurred prior to the selection of legal counsel by the Insurer will not be covered under this Policy, or credited against the “self-insured retention”.
- C. The “insured” will have the right and the duty to retain a qualified environmental consultant(s) to perform any investigation and/or remediation of any “pollution condition” covered under this Policy. The “insured” must receive the written consent of the Insurer prior to the selection and retention of such consultant, except in the event of an “emergency response”. Any costs incurred prior to such consent will not be covered under this Policy, or credited against the “self-insured retention”, except in the event of an “emergency response”.
- D. “Legal defense expense” reduces the Limits of Liability shown in Items 2.b and 2.c. of the Declarations and shall be applied to the “self-insured retention”.
- E. The Insurer will present all settlement offers to the “insured”. If the Insurer recommends a settlement which is acceptable to a claimant, exceeds any applicable “self-insured retention”, is within the Limits of Liability, and does not impose any additional unreasonable burden(s) on the “insured”, and the “insured” refuses to consent to such settlement offer, then the Insurer’s duty to defend shall end. The “insured” shall defend such “claim” independently. The Insurer’s liability shall not exceed the amount for which the “claim” could have been settled if the Insurer’s recommendation had been accepted, exclusive of the “self-insured retention”.

IV. DEFINITIONS

- A. “Additional insured” means the person(s) or entity(ies) specifically endorsed onto this Policy as an “additional insured(s)”, if any. Such “additional insured(s)” shall maintain only those rights under this Policy as are specified by endorsement.
- B. “Bodily injury” means physical injury, illness, disease, mental anguish, emotional distress, or shock, sustained by any person, including death resulting therefrom.
- C. “Claim” means the assertion of a legal right, including but not limited to a “government action(s)”, suits or other actions alleging responsibility or liability on the part of the “insured” for “bodily injury”, “property damage”, or “remediation costs” arising out of “pollution conditions” to which this insurance applies.
- D. “Contingent transportation” means the movement of the “insured’s” waste or products by automobile, aircraft, watercraft, or other conveyance beyond the boundaries of the “covered location(s)” by a person or entity, other than an “insured”, engaged in the business of transporting property for hire, until such time as the waste or product is unloaded from an automobile, aircraft, watercraft, or other conveyance.
- E. “Covered location” means any location(s) specifically listed in Item 6. of the Declarations, or any other location specifically endorsed onto this Policy as a “covered location”.

- F. "Emergency response" means actions taken, and reasonable "remediation costs" incurred by the "insured" to abate and/or respond to an imminent and substantial threat to human health or the environment arising from a "pollution condition".
- G. "Environmental laws" means any federal, state, provincial, municipal or other local laws, statutes, ordinances, rules, guidance documents, regulations, and all amendments thereto, including state voluntary cleanup or risk-based corrective action guidance, governing the liability or responsibilities of the "insured" with respect to "pollution conditions".
- H. "Extended reporting period" means the additional period of time in which to report a "claim" first made against the "insured" subsequent to the end of the "policy period", arising from a "pollution condition(s)" to which this insurance applies.
- I. "First named insured" means the person or entity as shown in Item 1. of the Declarations. The "first named insured" is the party responsible for payment of all premiums and "self insured retention(s)". The "first named insured" will also serve as the sole agent on behalf of all "insureds" with respect to the provision and receipt of notice(s), including notice of cancellation or non-renewal, receipt and acceptance of any endorsement(s) or any other change(s) to this Policy, return of any premium, assignment of any interest(s) under this Policy, as well as the exercise of any applicable "extended reporting period", unless any such responsibilities are otherwise designated by endorsement.
- J. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or byproducts produced or released by "fungi".
- K. "Government action" means action taken or liability imposed by any federal, state, provincial, municipal or other local government agency or body acting under the authority of "environmental laws".
- L. "Insured" means the "first named insured", any "named insured(s)", or any "additional insured(s)", and any past or present director, officer, partner, or employee of any "insured" while acting within the scope of his or her duties as such.
- M. "Legal defense expense" means reasonable legal costs, charges, and expenses, including expert charges, incurred by the "insured" in the investigation, adjustment, or defense of "claims" or suits.
- N. "Low level radioactive waste" means waste that is radioactive but not classified as the following: high-level waste (spent nuclear fuel or the highly radioactive waste produced if spent fuel is reprocessed), uranium milling residues, and waste with greater than specified quantities of elements heavier than uranium.
- O. "Mixed waste" means waste containing both radioactive and hazardous components as defined under United States law by the Atomic Energy Act and the Resource Conservation and Recovery Act as each may be amended.
- P. "Named insured" means the person(s) or entity(ies) specifically endorsed onto this Policy as a "named insured(s)", if any. Such "named insured(s)" shall maintain the same rights under this Policy as the "first named insured" unless otherwise specified by endorsement.
- Q. "Natural resource damage" means injury to, destruction of, or loss of, including the resulting loss of value of, fish, wildlife, biota, land, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et. seq.)), any state or local government, any foreign government, or any Indian Tribe, or, if such resources are subject to a trust restriction on alienation, any members of any Indian Tribe, including the reasonable costs of assessing such injury, destruction or loss resulting therefrom.
- R. "Non-owned disposal site" means a site not owned or operated by the "insured" and in which the "insured" maintains no ownership interest, which receives or has received the "insured's" waste.
- S. "Policy period" means, the period shown in Item 2.a, of the Declarations, or any shorter period resulting from the cancellation of this Policy.

- T.** "Pollution condition" means the discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, or waste materials, on, in, into, or upon land and structures thereupon, the atmosphere, surface water, or groundwater. For the purpose of this definition, waste materials includes, but is not limited to "low level radioactive waste" and "mixed waste".
- U.** "Property damage" means:
1. Physical injury to, or destruction of, tangible property owned by third parties, including all resulting loss of use of that property;
 2. Loss of use of tangible property owned by third parties, that is not physically injured or destroyed;
 3. Diminished value of property owned by third parties; and
 4. "Natural resource damages".
- V.** "Remediation costs" means reasonable expenses incurred to investigate, quantify, monitor, mitigate, abate, remove, dispose, treat, neutralize, or immobilize "pollution conditions" to the extent required by "environmental law". "Remediation costs" shall also include:
1. Reasonable legal cost, where such cost has been incurred by an "insured" with the written consent of the Insurer; and
 2. Reasonable expenses required to restore, repair or replace real or personal property, to substantially the same condition it was in prior to being damaged during the course of responding to a "pollution condition(s)".
- W.** "Responsible insured" means any employee of an "insured" responsible for environmental affairs, control, or compliance at a "covered location", and any officer, director, or partner of an "insured".
- X.** "Self-insured retention" means the dollar amount indicated in Item **2.d.** of the Declarations,.
- Y.** "Terrorism" means activities against persons, organizations or property of any nature:
1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 2. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- Z.** "Underground storage tank" means any tank and associated piping and appurtenances connected thereto which tank has more than 10% of its volume below ground.
- AA.** "War" means war, whether or not declared, civil war, martial law, insurrection, revolution, invasion, bombardment or any use of military force, usurped power or confiscation, nationalization or damage of property by any government, military or other authority.

V. EXCLUSIONS

This insurance does not apply to “claim(s)”, “remediation costs”, or “legal defense expense(s)”, arising out of or related to:

A. Asbestos

Asbestos, or asbestos containing materials, in, on, or applied to any building or other structure. This exclusion does not apply to asbestos, or asbestos containing materials, in soil or groundwater.

B. Contractual Liability

Liability of others assumed by an “insured” through contract or agreement, except if the liability would have attached to the “insured” in the absence of such contract or agreement.

C. Divested Property

“Pollution condition(s)” at “covered location(s)” where such “pollution condition(s)” first commenced after the “covered location(s)” had been sold, abandoned, or given away by any “insured”, or was condemned.

D. Employers Liability

“Bodily injury” to:

1. Any “insured” or an employee of its parent, subsidiary or affiliate
 - a. Arising out of and in the course of employment by any “insured” or its parent, subsidiary or affiliate; or
 - b. Performing duties related to the conduct of the “insured’s” business.
2. The spouse, child, parent, brother or sister of such “insured” or employee of its parent, subsidiary or affiliate as a consequence of Paragraph 1. above.

This exclusion applies:

1. Whether the “insured” may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of such “bodily injury”.

E. Fines and Penalties

Payment of fines, penalties, punitive, exemplary or multiplied damages based upon, or arising out of any “insured’s” knowing, willful or deliberate non-compliance with any statute, regulation, ordinance or administrative complaint. This exclusion also applies to any associated “legal defense expenses” or other legal costs associated with such fines and penalties.

F. First-Party Property Damage

Damage to real or personal property owned by, leased to, loaned to, or rented by the “insured”, or otherwise in the care, custody, or control of the “insured”. This exclusion does not apply to “remediation costs”.

G. Fungi

The actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any “fungi”, regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such injury or damage.

This exclusion shall also apply to any costs or expense arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of, “fungi”, by any “insured” or by any other person or entity.

H. Insured’s Internal Expenses

Expenses incurred by an “insured” for services performed by the salaried staff and any employees of the “insured”.

I. Intentional Non-Compliance

The intentional disregard of or knowing, willful, or deliberate non-compliance with any statute, regulation, administrative complaint, notice of violation, notice letter, instruction of any governmental agency or body, or executive, judicial or administrative order by any "responsible insured".

J. Landfills, Recycling Facilities, or Transfer Stations

"Pollution conditions" on, at, or under any Landfills, Recycling Facilities, or Transfer Stations, even if such facilities are "covered locations" or are located within the boundaries of any "covered locations". This exclusion shall not apply to a "non-owned disposal site(s)" covered under this Policy, if any.

K. Lead Based Paint

Lead based paint in, on, or applied to any building or other structure. This exclusion does not apply to lead based paint in soil or groundwater.

L. Naturally Occurring Materials

Arising out of the presence or removal of naturally occurring materials, except in those circumstances where such substances are present at the "covered location(s)" as a result of human activities or processes.

M. Non-Owned Disposal Sites (NODS)

"Pollution conditions" on, at, under, or migrating from a "non-owned disposal site". This exclusion shall not apply to any "non-owned disposal site" listed on the Schedule of Non-Owned Disposal Sites Endorsement, if any.

N. Material Change in Risk

A change in the use or operations at a "covered location" that materially increases the likelihood or severity of a "pollution condition(s)" or "claim(s)" from the intended use(s) or operations, as of the inception date(s) of this Policy.

O. Underground Storage Tanks

"Pollution conditions" emanating from an "underground storage tank" located at a "covered location".

P. Vehicles

"Pollution conditions" resulting from the use, maintenance or operation, including loading or unloading, of an automobile, aircraft, watercraft, or other conveyance beyond the boundaries of the "covered location(s)". This exclusion shall not apply to "contingent transportation", if such coverage is added to this Policy by endorsement.

Q. War or Terrorism

"Pollution conditions" attributable, whether directly or indirectly, to any acts that involve, or that involve preparation for, "war" or "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

VI. REPORTING AND COOPERATION

A. The "insured" must see to it that the Insurer receives written notice of any "claim" or "pollution condition", as soon as practicable, at the address specified in Item **5.a.** of the Declarations. Notice should include reasonably detailed information as to:

1. The identity of the "insured", including contact information for an appropriate person to contact regarding the handling of the "claim" or "pollution condition";
2. The identity of "covered location";
3. The nature of the "claim" or "pollution condition"; and

4. Any steps undertaken by the “insured” to respond to the “claim” or “pollution condition”.

In the event of a “pollution condition”, the “insured” must also take all reasonable measures to provide immediate verbal notice to the Insurer.

B. The “insured” must:

1. Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with any “claim”;
 2. Authorize the Insurer to obtain records and other information;
 3. Cooperate with the Insurer in the investigation, settlement or defense of the “claim”;
 4. Assist the Insurer, upon the Insurer’s request, in the enforcement of any right against any person or organization which may be liable to the “insured” because of injury or damage to which this Policy may also apply; and
 5. Provide the Insurer with such information and cooperation as it may reasonably require.
- C.** No “insured(s)” shall make or authorize an admission of liability or attempt to settle or otherwise dispose of any “claim” without the written consent of the Insurer. Nor shall any “insured” retain any consultants or incur any “remediation costs” without the prior written consent of the Insurer, except in the event of an “emergency response”.
- D.** Upon the discovery of a “pollution condition”, the “insured” shall make every attempt to mitigate any loss and comply with applicable “environmental laws”. The Insurer shall have the right, but not the duty, to mitigate such “pollution conditions” if, in the sole judgment of the Insurer, the “insured” fails to take reasonable steps to do so. In that event, any “remediation costs” incurred by the Insurer shall be deemed incurred by the “insured”, and shall be subject to the “self-insured retention” and Limits of Liability listed in the Declarations.

VII. EXTENDED REPORTING PERIOD

- A.** The “first named insured” shall be entitled to a basic “extended reporting period”, and may purchase an optional supplemental “extended reporting period”, following cancellation, as described in Paragraph **A.1.** of Section **VIII.** General Conditions, or nonrenewal.
- B.** “Extended reporting periods” shall not reinstate or increase any of the Limits of Liability. “Extended reporting periods” shall not extend the “policy period” or change the scope of coverage provided. A “claim” first made against an “insured” and reported to the Insurer within the basic “extended reporting period” or supplemental “extended reporting period”, whichever is applicable, will be deemed to have been made on the last day of the “policy period”.
- C.** Provided the “first named insured” has not purchased any other insurance to replace this insurance, the “first named insured” shall have a six (6) month basic “extended reporting period” without additional charge.
- D.** The “first named insured” shall be entitled to purchase a supplemental “extended reporting period” of either twelve (12) or twenty-four (24) months for an additional premium. Such supplemental “extended reporting period” starts when the basic “extended reporting period” ends. The Insurer will issue an endorsement providing a supplemental “extended reporting period” provided that the “first named insured”:
1. Makes a written request, to the address shown in Item **5.b.** of the Declarations, for such endorsement which the Insurer receives prior to the expiration of the “policy period”; and
 2. Pays the additional Premium when due. If that additional Premium is paid when due, the supplemental “extended reporting period” may not be cancelled, provided that all other terms and conditions of the Policy are met.

VIII. GENERAL CONDITIONS

A. Cancellation

1. This Policy may be cancelled only by the "first named insured", or through the "first named insured's" agent, by mailing to the Insurer at the address listed in Item **5.b.** of the Declarations, written notice stating when such cancellation shall be effective. In the event of cancellation by the "first named insured", the minimum earned premium percentage indicated on the Declarations shall apply as of the date coverage is bound.
2. This Policy may be cancelled by the Insurer for the following reasons:
 - a. Non-payment of premium;
 - b. Fraud or material misrepresentation on the part of any "insured", such as can be proven in a court of law,by mailing to the "first named insured" at the "first named insured's" last known address, written notice stating when, not less than sixty (60) days thereafter, fifteen (15) days if cancellation is for non-payment of any unpaid portion of the premium, such cancellation shall be effective. The mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the "policy period".

B. Inspection and Audit

To the extent of the "insured's" ability to provide such access, and with reasonable notice to the "insured", the Insurer shall be permitted, but not obligated, to inspect and sample the "covered locations". The "insured" shall have the concurrent right to collect split samples. Neither the Insurer's right to make inspections, the making of said inspections, nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the "insured" or others, to determine or warrant that such property or operations are safe or in compliance with "environmental law", or any other law.

The Insurer may examine and audit the "insured's" books and records during this "policy period" and extensions thereof and within three (3) years after the final termination of this Policy.

C. Legal Action Against the Insurer

No person or organization other than an "insured" has a right under this Policy:

1. To join the Insurer as a party or otherwise bring the Insurer into a suit against any "insured"; or
2. To sue the Insurer in connection with this insurance unless all of the Policy terms have been fully complied with.

D. Bankruptcy

Bankruptcy or insolvency of the "insured" or of the "insured's" estate shall not relieve the Insurer of any of its obligations hereunder.

E. Subrogation

In the event of any payment under this Policy by the Insurer, the Insurer shall be subrogated to all of the rights of recovery against any person or organization, and the "insured(s)" shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The "insured(s)" shall do nothing to prejudice such rights. Any recovery as a result of subrogation proceedings arising under this Policy shall accrue first to the "insured(s)" to the extent of any payments in excess of the limit of coverage; then to the Insurer to the extent of its payment under the Policy; and then to the "insured(s)" to the extent of the "self-insured retention". Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

F. Representations

By accepting this Policy, the "first named insured" agrees that:

1. The statements in the Declarations, schedules, and application for this Policy are accurate and complete;

2. Those statements are based upon representations the “first named insured” made to the Insurer; and
3. This Policy has been issued in reliance upon the “first named insured’s” representations.

G. Separation of Insureds

Except with respect to the Limits of Liability, cancellation conditions **2.a.** and **2.b.**, and any obligations specifically assigned to the “first named insured”, this Policy applies:

1. As if each “named insured” were the only “insured”;
2. Separately to each “named insured” against whom a “claim” is made.

H. Other Insurance

If other valid and collectible insurance is available to the “insured(s)” covering a loss also covered by this Policy, other than a policy that is specifically written to apply in excess of this Policy, the insurance afforded by this Policy shall apply in excess of and shall not contribute with such other insurance.

I. Jurisdiction and Venue

It is agreed that in the event of the failure of the Insurer to pay any amount claimed to be due hereunder, the Insurer and the “insured” will submit to the jurisdiction of the State of New York and will comply with all requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of the Insurer’s right to remove an action to a United States District Court.

J. Choice of Law

All matters arising hereunder including questions relating to the validity, interpretation, performance, and enforcement of this Policy shall be determined in accordance with the law and practices of the State of New York.

K. Changes and Assignment

Notice to or knowledge possessed by any person shall not effect waiver or change in any part of this Policy or estop the Insurer from asserting any right under the terms of this Policy. The terms, definitions, conditions, exclusions and limitations of this Policy shall not be waived or changed, and no assignment of any interest under this Policy shall bind the Insurer, except as provided by endorsement and attached to this Policy.

L. Headings

The descriptions in the headings and sub-headings of this Policy are inserted solely for convenience and do not constitute any part of the terms or conditions hereof.

M. Consent

Where the consent of the Insurer, or an “insured”, is required under this Policy, such consent shall not be unreasonably withheld, delayed, conditioned, or denied.



ACE American Insurance Company

Premises Pollution Liability II Insurance Policy EZ Form (Declarations)

This Policy is issued by the stock insurance company listed above (herein called the "Insurer").

THIS IS A CLAIMS MADE POLICY. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND WILL ERODE THE LIMITS OF LIABILITY AND ANY APPLICABLE SELF-INSURED RETENTION.

THE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, THIS POLICY, AND ANY ENDORSEMENTS OR SCHEDULES ATTACHED HERETO, CONSTITUTE THE INSURANCE POLICY.

Policy No.: PPL	Renewal of:
Item 1.	First Named Insured:
	Address:

Item 2.		
a. Policy Period local time of the address shown in Item. 1	Policy Inception Date: 12:01 A.M.	Policy Expiration Date: 12:01 A.M.
b. Limits of Liability per "pollution condition"	\$	
c. Limits of Liability aggregate all "pollution conditions"	\$	
d. Self-Insured Retention per "pollution condition"	\$	

Item 3.	Premium: In US Dollars	\$
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Item 4.	Producer: Name & Address	
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Item 5.	a. Notice of Claim or Pollution Condition	b. All other Notices
Notices	ACE Casualty Risk Claims 1133 Avenue of the Americas -- 38th Floor New York, NY 10036 Attn: Environmental Claims Unit Facsimile: (212) 703-7159	Unit Underwriting Officer ACE Casualty Risk P.O. Box 1000 436 Walnut Street – WA 07A Philadelphia, PA 19106
	24 Hour Emergency Response Hotline	1-888-310-9553

Item 6.	Covered Locations:	<input type="checkbox"/> if checked here, schedule of Covered Locations is designated via endorsement.
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Policy Form No. PF- (/07) Premises Pollution Liability II Insurance Policy – *EZ Form*

Endorsements and Notices Attached at Policy Issuance:

Endorsement Number:	Form Number:	Form Name:

IN WITNESS WHEREOF, the Insurer has caused this Policy to be countersigned by a duly authorized representative of the Insurer.

DATE: _____
MO/DAY/YR

AUTHORIZED REPRESENTATIVE



EZ Premises Pollution Liability Coverage Application

Instructions:

- Please type or print clearly.
- Answer **ALL** questions completely, leaving no blanks. If any questions, or part thereof, do not apply, print "N/A" in the space.
- Provide any supporting information on a separate sheet using your letterhead and reference the applicable question number.
- Check Yes or No answers.
- This form must be completed, dated and signed by a principal of your Company.

Required Attachments:

- Please provide copies of your past two (2) years of audited financial statements and annual reports.
- Please provide a property schedule identifying the proposed covered locations. This program only applies to entities that own or lease less than 10 locations.

NOTICE TO APPLICANT: The coverage applied for is solely as stated in the endorsement thereto, which provides coverage on a CLAIMS-MADE BASIS for any claims made and reported to the Insurer, in writing, during the policy period, arising from pollution conditions resulting from covered locations.

1. Name of Applicant: _____

Principal Contact: _____ E-mail Address: _____

Mailing Address: _____

Telephone #: _____ Fax #: _____

URL: http:// _____ Date Established: _____

2. Standard Industrial Classification (SIC) Code: _____

3. Business entity type: Corporation, Individual, Partnership, Joint Venture, Limited Corporation, S Corporation

4. Is the applicant a subsidiary of another entity? Yes / No. If Yes, please identify the entity: _____

5. Does the applicant have any subsidiaries? Yes / No. If Yes, please identify the subsidiaries: _____

6. Insured's estimated gross revenues for the current fiscal year: \$ _____

7. Desired effective date of coverage: _____

8. How many locations require insurance? _____ (Please note that this program only applies to entities with 10 or less locations).

9. Limits of Liability Per Loss / Aggregate Limit Selection:

\$1,000,000 / \$1,000,000	\$1,000,000 / \$2,000,000	\$2,000,000 / \$2,000,000	\$2,000,000 / \$4,000,000	\$5,000,000 / \$5,000,000

10. Self-insured Retention:

\$10,000 per Loss	\$25,000 per Loss	\$50,000 per Loss	\$100,000 per Loss

11. Do you require retroactive coverage? Yes / No. If yes, how long? _____ (Please note that this program only provides up to 5-years retro-active coverage.
12. Optional Coverage Enhancements available within the EZ PPL II program:
Contingent Transportation Coverage? Yes / No
Non-Owned Disposal Coverage? Yes / No
Fungi Coverage? Yes / No
13. Within the past five (5) years have any claims been made or legal actions (including any regulatory proceedings) been brought against the applicant or other party to the proposed insurance? ☐ YES ☐ NO
14. Does the applicant or other party to the proposed insurance have knowledge of any pollution conditions at any of the proposed covered locations? ☐ YES ☐ NO
15. At the time of signing this application, are you aware of any circumstances that may reasonably be expected to give rise to a claim against any insured? ☐ YES ☐ NO

If "Yes" to either 13., 14., and/or 15. above, provide a brief description of the claim or circumstance (indicate the alleged incident, location, date, type of injury, etc.). Also, please provide a summary of any steps that may have been taken to avoid or mitigate the possibility of a similar loss occurring in the future.

***IT IS UNDERSTOOD AND AGREED THAT IF ANY SUCH CLAIMS EXIST, OR ANY SUCH FACTS OR CIRCUMSTANCES EXIST WHICH COULD GIVE RISE TO A CLAIM, THEN THOSE CLAIMS AND ANY OTHER CLAIMS ARISING FROM SUCH FACTS OR CIRCUMSTANCES ARE EXCLUDED FROM THE PROPOSED INSURANCE UNLESS OTHERWISE AFFIRMATIVELY STATED IN THE POLICY.**

BY SIGNING THIS APPLICATION, THE APPLICANT WARRANTS TO THE COMPANY THAT ALL STATEMENTS MADE IN THIS APPLICATION INCLUDING ATTACHMENTS, ABOUT THE APPLICANT AND ITS OPERATIONS ARE TRUE AND COMPLETE, AND THAT NO MATERIAL FACTS HAVE BEEN MISSTATED IN THIS APPLICATION OR CONCEALED. COMPLETION OF THIS FORM DOES NOT BIND COVERAGE. THE APPLICANT'S ACCEPTANCE OF THE COMPANY'S QUOTATION IS REQUIRED BEFORE THE APPLICANT MAY BE BOUND AND A POLICY ISSUED.

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON, FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS INFORMATION FOR THE PURPOSE OF MISLEADING, COMMITS A FRAUDULENT INSURANCE ACT. SUCH AN ACT IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

Signature of Authorized Applicant

Signature of Broker/Agent

Print Name

Print Name

Title

Date

Date

Signed by Licensed Resident Agent
(Where Required By Law)

ADDITIONAL INSURED ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following Policy change(s):

The entity listed below shall be considered an “additional insured” under this Policy, but only with respect to liability arising out of the “first named insured’s” or any “named insured’s” ownership, operation, maintenance or use of the “covered location(s)”.

Additional Insured(s):

All other terms and conditions of the policy remain unchanged.

Authorized Agent

CONTINGENT TRANSPORTATION COVERAGE – with sublimit ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period <div style="text-align: center;">to</div>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following Policy change(s):

- I. Solely with respect to the Coverage afforded under Section I., Insuring Agreements, the following shall apply:
Coverage is afforded under this Policy for “Contingent Transportation”.

- II. **\$1,000,000** shall be the Aggregate Sublimit of Liability for the coverage afforded under this Endorsement. Therefore, this Aggregate Sublimit of Liability shall be the maximum amount the Insurer shall pay for all “claims”, “remediation costs”, or associated “legal defense expense” for the coverage afforded under this Endorsement. This Sublimit of Liability shall be subject to the applicable Aggregate Limit(s) of Liability identified in the Declarations to this Policy. Under no circumstance shall the Insurer be liable to pay any amount in excess of the applicable Aggregate Limit(s) of Liability.

All other terms and conditions of the policy remain unchanged.

SCHEDULE OF ADDITIONAL COVERED LOCATIONS ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period <div style="text-align: center;">to</div>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Additional Premium \$ _____

In consideration of the indicated adjustment of premium shown above, the “insured” and the Insurer hereby agree to the following Policy change(s):

The locations listed in the Schedule below are hereby added to this Policy as “Covered Locations”.

SCHEDULE OF COVERED LOCATIONS:

All other terms and conditions of the policy remain unchanged.

SCHEDULE OF COVERED LOCATIONS ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following Policy change(s):

This coverage afforded under this Policy applies to the “Covered Locations” listed in the Schedule below.

SCHEDULE OF COVERED LOCATIONS:

All other terms and conditions of the policy remain unchanged.

Authorized Agent

SUPPLEMENTAL EXTENDED REPORTING PERIOD – 12 Months ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Additional Premium \$ _____

In consideration of the indicated adjustment of premium shown above, the “insured” and the Insurer hereby agree to the following Policy change(s):

Section **VII.**, Extended Reporting Period, is hereby deleted in its entirety and replaced with the following:

VII. EXTENDED REPORTING PERIOD

- A.** The “first named insured” shall be entitled to a basic “extended reporting period”, and may purchase an optional supplemental “extended reporting period”, following cancellation, as described in Paragraph **A.1.** of Section **VIII.** General Conditions, or nonrenewal.
- B.** “Extended reporting periods” shall not reinstate or increase any of the Limits of Liability. “Extended reporting periods” shall not extend the “policy period” or change the scope of coverage provided. A “claim” first made against an “insured” and reported to the Insurer within the basic “extended reporting period” or supplemental “extended reporting period”, whichever is applicable, will be deemed to have been made on the last day of the “policy period”.
- C.** Provided the “first named insured” has not purchased any other insurance to replace this insurance, the “first named insured” shall have a six (6) month basic “extended reporting period” without additional charge.
- D.** Provided the “first named insured” has not purchased any other insurance to replace this insurance, the “first named insured” shall have a twelve (12) month supplemental “extended reporting period” in consideration of payment of the Additional Premium indicated above. This supplemental “extended reporting period” starts when the basic “extended reporting period” ends.
- E.** If the Additional Premium is paid when due, the supplemental “extended reporting period” may not be cancelled, provided that all other terms and conditions of the Policy are met.

All other terms and conditions of the policy remain unchanged.

Authorized Agent

SUPPLEMENTAL EXTENDED REPORTING PERIOD – 24 Months ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Additional Premium \$ _____

In consideration of the indicated adjustment of premium shown above, the "insured" and the Insurer hereby agree to the following Policy change(s):

Section **VII.**, Extended Reporting Period, is hereby deleted in its entirety and replaced with the following:

VII. EXTENDED REPORTING PERIOD

- A.** The "first named insured" shall be entitled to a basic "extended reporting period", and may purchase an optional supplemental "extended reporting period", following cancellation, as described in Paragraph **A.1.** of Section **VIII.** General Conditions, or nonrenewal.
- B.** "Extended reporting periods" shall not reinstate or increase any of the Limits of Liability. "Extended reporting periods" shall not extend the "policy period" or change the scope of coverage provided. A "claim" first made against an "insured" and reported to the Insurer within the basic "extended reporting period" or supplemental "extended reporting period", whichever is applicable, will be deemed to have been made on the last day of the "policy period".
- C.** Provided the "first named insured" has not purchased any other insurance to replace this insurance, the "first named insured" shall have a six (6) month basic "extended reporting period" without additional charge.
- D.** Provided the "first named insured" has not purchased any other insurance to replace this insurance, the "first named insured" shall have a twenty-four (24) month supplemental "extended reporting period" in consideration of payment of the Additional Premium indicated above. This supplemental "extended reporting period" starts when the basic "extended reporting period" ends.
- E.** If the Additional Premium is paid when due, the supplemental "extended reporting period" may not be cancelled, provided that all other terms and conditions of the Policy are met.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

FUNGI COVERAGE ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following Policy change(s):

I. Section IV., Definitions, Subsection T., Pollution Conditions, is hereby deleted in its entirety and replaced with the following

- T. “Pollution condition” means the discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including smoke, soot, vapors, fumes, acids, alkalis, chemicals, “fungi”, hazardous substances, hazardous materials, or waste materials, on, in, into, or upon land and structures thereupon, the atmosphere, surface water, or groundwater. For the purpose of this definition, waste materials includes, but is not limited to “low level radioactive waste” and “mixed waste”.

II. Section V., Exclusions, Subsection G., Fungi, is hereby deleted in its entirety and replaced with the following:

Fungi

This insurance does not apply to any “claims” for “property damage” or “remediation costs”, including any associated “legal defense expenses”, arising out of or in anyway related to, in whole or part, the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any “fungi”, regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such injury or damage.

This exclusion shall also apply to any costs or expense arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of, “fungi”, by any “insured” or by any other person or entity.

III. \$ 1,000,000 shall be the Aggregate Sublimit of Liability for the coverage afforded under this Endorsement. Therefore, this Aggregate Sublimit of Liability shall be the maximum amount the Insurer shall pay for all “claims” or associated “legal defense expense” for the coverage afforded under this Endorsement. This Sublimit of Liability shall be subject to the applicable Aggregate Limit of Liability identified in the Declarations to this Policy. Under no circumstance shall the Insurer be liable to pay any amount in excess of the applicable Aggregate Limit of Liability.

All other terms and conditions of the policy remain unchanged.

Authorized Agent

NAMED INSURED(S) ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following:

The person(s) or organization(s) listed below shall be considered a “Named Insured(s)” under this Policy:

Named Insured(s):

All other terms and conditions of the policy remain unchanged.

Authorized Agent

**SCHEDULE OF NON-OWNED DISPOSAL SITE(S) with Sublimit
ENDORSEMENT**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby to the following:

SCHEDULE OF NON-OWNED DISPOSAL SITE(S) LOCATIONS:

- I. The coverage afforded to the subject Non-Owned Disposal Site(s) listed in the schedule above only applies to "Pollution Conditions" attributable to the "insured's" waste received at the Non-Owned Disposal Site(s) prior to the Policy Expiration Date as identified in Item **II.a.** of the Declarations.

- II. \$ 1,000,000 shall be the Aggregate Sublimit of Liability for the coverage afforded under this Endorsement. Therefore, this Aggregate Sublimit of Liability shall be the maximum amount the Insurer shall pay for all "claims", "remediation costs", or associated "legal defense expense" for the coverage afforded under this Endorsement. This Sublimit of Liability shall be subject to the applicable Aggregate Limit of Liability identified in the Declarations to this Policy. Under no circumstance shall the Insurer be liable to pay any amount in excess of the applicable Aggregate Limit of Liability.

All other terms and conditions of this policy remain unchanged.

Authorized Agent

RETROACTIVE DATE ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following Policy change(s):

Section I., Insuring Agreement, is hereby deleted in its entirety and replaced with the following:

The Insurer agrees to pay on behalf of the “insured” for Coverage(s) provided, as identified on the Declarations for:

Claims”, “remediation costs”, and associated “legal defense expenses”, in excess of the “self-insured retention”, arising out of a “pollution condition” on, at, under, or migrating from the “covered location(s)”, provided that such “pollution condition” first commences, in its entirety, on or after the retroactive date shown below, and:

1. A “claim(s)” is first made against the “insured” and reported to the Insurer, in writing, during the “policy period” or applicable “extended reporting period”; or
2. The “insured” first discovers such “pollution condition” and reports it to the Insurer, in writing, during the “policy period” or any applicable “extended reporting period”,

RETROACTIVE DATE: _____

Under no circumstance shall the coverage afforded under this Policy apply to “pollution conditions” which occurred, in whole or part, prior to Retroactive Date identified above.

Under no circumstance shall the coverage afforded under this Policy apply to any “pollution condition” which first commenced on or after the Retroactive Date identified above, if the “insured” was aware of the presence of such “pollution condition” prior to the inception date of this Policy.

All other terms and conditions of the policy remain unchanged.

Authorized Agent

SIGNATURES

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

BANKERS STANDARD FIRE AND MARINE COMPANY

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

BANKERS STANDARD INSURANCE COMPANY

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

ACE INDEMNITY INSURANCE COMPANY

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

ACE AMERICAN INSURANCE COMPANY

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

ACE PROPERTY AND CASUALTY INSURANCE COMPANY

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

INSURANCE COMPANY OF NORTH AMERICA

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

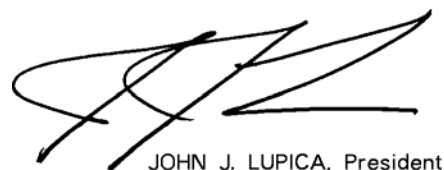
PACIFIC EMPLOYERS INSURANCE COMPANY

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

ACE FIRE UNDERWRITERS INSURANCE COMPANY

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

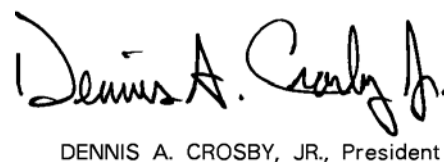

GEORGE D. MULLIGAN, Secretary


JOHN J. LUPICA, President

WESTCHESTER FIRE INSURANCE COMPANY

1325 Avenue of the Americas, 19th Floor, New York, NY 10019


GEORGE D. MULLIGAN, Secretary


DENNIS A. CROSBY, JR., President

Authorized Agent



Insurance Company

Policyholder

Policy Number

Broker/Producer

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as extended on December 22, 2005, that you now have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT PAYS 90% (85% IN 2007) OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

You have been notified that under the Terrorism Risk Insurance Act of 2002, as extended on December 22, 2005, you were given the right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General, of the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States to influence the policy or affect the conduct of the United States Government by coercion.

RESPONSIBILITY FOR COMPENSATION UNDER THE ACT IS SHARED BETWEEN INSURANCE COMPANIES COVERED BY THE ACT AND THE UNITED STATES. ANY COVERAGE PURCHASED FOR LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT PAYS 90% (85% IN 2007) OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

You elected **NOT** to purchase terrorism coverage under the Act at the price indicated. ACCORDINGLY, WE WILL **NOT** PROVIDE THIS COVERAGE AND YOU DO NOT OWE THE ADDITIONAL PREMIUM FOR THAT COVERAGE INDICATED BELOW.

Terrorism coverage described by the Act under your policy was made available to you for additional premium in the amount of \$_____, however you elected to decline such coverage.

TERRORISM RISK INSURANCE ACT ("TRIA") ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Terrorism Premium (Certified Acts) through 12/31/07: \$ _____

In consideration of the additional premium indicated above, which is included in the Premium as listed on the Declarations, the "insured" and the Insurer, hereby agree to the following Policy change(s):

- A. With respect to any exclusion of "Hostile Acts" or "Terrorism" in this Policy or attached to this Policy by endorsement, such exclusion does not apply to a "certified act of terrorism", as defined in Paragraph C., below.
- B. With respect to any one or more "certified acts of terrorism", the Insurer will not pay any amounts for which the Insurer is not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on the Insurer's liability for payments for terrorism losses.
- C. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002, as extended by the Terrorism Risk Insurance Extension Act of 2005. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":
 - 1. The act resulted in aggregate losses in excess of \$5 million; and
 - 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- D. Regardless of any coverage afforded for punitive damages under this Policy, coverage shall not be afforded for damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.
- E. The coverage afforded under this endorsement shall expire at the earlier of the following dates:
 - 1. The end of the "Policy Period", as indicated on the Declarations; or
 - 2. December 31, 2007.
- F. The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act of 2002, as extended by the Terrorism Risk Insurance Extension Act of 2005. The federal program established by the Act is scheduled to terminate at the end of 12/31/07 unless extended by the federal government.
- G. If the "Policy Period" for this Policy extends beyond December 31, 2007, and the Terrorism Risk Insurance Act of 2002 is extended beyond that date, or similar legislation is passed, either of which mandate that Insurer make available coverage for "certified acts of terrorism", coverage for same shall be made available, in accordance with such legislation. In that event, if the "insured" elects to purchase the coverage, such coverage will be added this Policy, via endorsement, and the Insurer reserves the right to charge additional premium.

Under the formula set forth in the Terrorism Risk Insurance Act of 2002, as extended by the Terrorism Risk Insurance Extension Act of 2005, the United States government pays 90% (85% in 2007) of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The portion of your annual premium that is attributable to coverage for acts of terrorism is indicated above and does not include any charges for the portion of losses covered by the federal government under the act.

All other terms and conditions of the policy remain unchanged.

Authorized Agent

TERRORISM RISK INSURANCE ACT ("TRIA") ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Terrorism Premium (Certified Acts) through 12/31/07: \$

In consideration of the additional premium indicated above, which is included in the Premium as listed on the Declarations, the "insured" and the Insurer hereby agree to the following Policy change(s):

- A. With respect to any exclusion of "Terrorism" in this Policy or attached to this Policy by endorsement, such exclusion does not apply to a "certified act of terrorism", as defined in Paragraph C., below.
- B. With respect to any one or more "certified acts of terrorism", the Insurer will not pay any amounts for which the Insurer is not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on the Insurer's liability for payments for terrorism losses.
- C. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002, as extended by the Terrorism Risk Insurance Extension Act of 2005. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":
 - 1. The act resulted in aggregate losses in excess of \$5 million; and
 - 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- D. Regardless of any coverage afforded for punitive damages under this Policy, coverage shall not be afforded for damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.
- E. The coverage afforded under this endorsement shall expire at the earlier of the following dates:
 - 1. The end of the "Policy Period", as indicated on the Declarations; or
 - 2. December 31, 2007.
- F. The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act of 2002, as extended by the Terrorism Risk Insurance Extension Act of 2005. The federal program established by the Act is scheduled to terminate at the end of 12/31/07 unless extended by the federal government.
- G. If the "Policy Period" for this Policy extends beyond December 31, 2007, and the Terrorism Risk Insurance Act of 2002 is extended beyond that date, or similar legislation is passed, either of which mandate that Insurer make available coverage for "certified acts of terrorism", coverage for same shall be made available, in accordance with such legislation. In that event, if the "insured" elects to purchase the coverage, such coverage will be added this Policy, via endorsement, and the Insurer reserves the right to charge additional premium.

Under the formula set forth in the Terrorism Risk Insurance Act of 2002, as extended by the Terrorism Risk Insurance Extension Act of 2005, the United States government pays 90% (85% in 2007) of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The portion of your annual premium that is attributable to coverage for acts of terrorism is indicated above and does not include any charges for the portion of losses covered by the federal government under the act.

All other terms and conditions of the policy remain unchanged.

Authorized Agent

**U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN
ASSETS CONTROL ("OFAC")
ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



ACE Producer Compensation Practices & Policies

ACE believes that policyholders should have access to information about ACE's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.aceproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

Authorized Agent

ARKANSAS AMENDATORY ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

Premises Pollution Liability II Insurance Policy *EZ FORM*

The "insured" and the Insurer, agree to the following Policy change(s):

Section VII., EXTENDED REPORTING PERIOD, is hereby deleted in its entirety and replaced by the following;

EXTENDED REPORTING PERIOD

- A.** The "first named insured" shall be entitled to a basic "extended reporting period", and may purchase an optional supplemental "extended reporting period", following cancellation, as described in Paragraph **A.1.** of Section **VIII.** General Conditions, or nonrenewal.
- B.** Provided the "first named insured" has not purchased any other insurance to replace this insurance, the "first named insured" shall have a six (6) month basic "extended reporting period" without additional charge. The basic "extended reporting period" shall not reinstate or increase any of the Limits of Liability under this policy.
- C.** The "first named insured" shall be entitled to purchase a supplemental "extended reporting period" of either twelve (12) or twenty-four (24) months for an additional premium. Such supplemental "extended reporting period" starts when the basic "extended reporting period" ends. The Insurer will issue an endorsement providing a supplemental "extended reporting period" provided that the "first named insured":
 - 1.** Makes a written request, to the address shown in Item **5.b.** of the Declarations, for such endorsement which the Insurer receives prior to the expiration of the "policy period"; and
 - 2.** Pays the additional Premium when due. If that additional Premium is paid when due, the supplemental "extended reporting period" may not be cancelled, provided that all other terms and conditions of the Policy are met.
- D.** In the event that the Aggregate Limit of Liability has been reduced by more fifty (50) percent during the "policy period" or basic "extended reporting period", the Aggregate Limit of Liability shall be reinstated to an amount equal to fifty (50) percent of the original Aggregate Limit of Liability for the duration of any optional supplemental "extended reporting period".
- E.** "Extended reporting periods" shall not extend the "policy period" or change the scope of coverage provided. A "claim" first made against an "insured" and reported to the Insurer within the basic "extended reporting period" or supplemental "extended reporting period", whichever is applicable, will be deemed to have been made on the last day of the "policy period".

Authorized Agent

<i>SERFF Tracking Number:</i>	<i>ACEH-125255428</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>ACE American Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-025757</i>
<i>Company Tracking Number:</i>	<i>07-GL-160 (F)</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>07-GL-160 (F)</i>		
<i>Project Name/Number:</i>	<i>Premises Pollution Liability - Independent Forms & Rules/07-GL-160 (F)</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ACEH-125255428 State: Arkansas
Filing Company: ACE American Insurance Company State Tracking Number: AR-PC-07-025757
Company Tracking Number: 07-GL-160 (F)
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: 07-GL-160 (F)
Project Name/Number: Premises Pollution Liability - Independent Forms & Rules/07-GL-160 (F)

Supporting Document Schedules

	Review Status:	
Satisfied -Name: Uniform Transmittal Document-Property & Casualty	Approved	09/21/2007

Comments:

Attachment:

AR NAIC Transmittal.pdf

	Review Status:	
Satisfied -Name: Forms List	Approved	09/21/2007

Comments:

Attachment:

FORMS LIST.pdf

	Review Status:	
Satisfied -Name: Cover Letter	Approved	09/21/2007

Comments:

Attachment:

Cover Letter - Form.pdf

	Review Status:	
Satisfied -Name: Filing Memorandum	Approved	09/21/2007

Comments:

Attachment:

Filing Memo - Form.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">New Business</div> <div style="width: 55%;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Renewal Business</div> <div style="width: 55%;"></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
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3.	Group Name	Group NAIC #
	ACE USA	626

4.	Company Name(s)	Domicile	NAIC #	FEIN #
	ACE American Insurance Company	PA	22667	95-2371728

5.	Company Tracking Number	07-GL-160 (F)
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Robert Wolfrom 510 Walnut Street Philadelphia, PA 16106	Sr. Regulatory Specialist	215-640-5123	215-640-4986	robert.wolfrom@ace- ina.com

7.	Signature of authorized filer	
8.	Please print name of authorized filer	Robert E. Wolfrom

Filing information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	Other Liability
10.	Sub-Type of Insurance (Sub-TOI)	Commercial Liability 17.0
11.	State Specific Product code(s) (if applicable)[See State Specific Requirements]	n/a
12.	Company Program Title (Marketing title)	n/a
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: On Approval Renewal: On Approval

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	n/a
17.	Reference Organization # & Title	n/a
18.	Company's Date of Filing	08-07-2007
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	07-GL-160 (F)
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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We are submitting this filing to provide Pollution Liability coverage on an admitted basis, to its general clientele. This policy will provide coverage for first party clean-up of pollution releases that occur at the insured's premises and potential defense and indemnity for subsequent third party claims. This filing includes the policy form, declarations page and endorsement language necessary to execute the appropriate policy language. See the Filing Memorandum for details.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p>Check #: PS 00303919 Amount: \$50.00 Flat Charge</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

*****Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

These pages are informational only and do not need to be submitted with your filings!

Notes for Uniform Property & Casualty Transmittal Document

DESCRIPTION OF ITEMS IN THE PROPERTY AND CASUALTY TRANSMITTAL DOCUMENT

- 1. Reserved for Insurance Dept. Use Only**—this section is for anything the Dept. wishes to capture—such as date stamps, approval stamps, check routing numbers, accounting codes, etc.
- 2. Insurance Department Use Only Box:** Includes the following information: (It is up to the state to determine which, if any, of this info they wish to record—or it may be recorded in #1 box with stamps (for example))
 - a. Date the filing is received by the Insurance Dept.**
 - b. Analyst**—lead analyst who reviewed the filing and assigns final disposition
 - c. Disposition**—this is the disposition that the Dept. assigns—authorized, approved, filed, withdrawn, disapproved, informational only, etc.
 - d. Date of Disposition of the filing**—date filing is finished
 - e. Effective Date of the Filing**—date the filing goes into effect. This date may vary by state—it might be the “approval” date in some states. It might be the implementation date in some states. It might be the received date in some states. The Dept. should use the date that is applicable in their state.
 - f. State Filing #:** The number the state assigns to the filing (if applicable).
 - g. SERFF Filing #:** Some states may use SERFF to track paper filings and will use that SERFF assigned number.
 - h. Subject Codes** – This field is intended to capture one or more Subject Codes for states to track particular attributes of a filing, such as mold exclusions. The codes or terms used would be variable by state.
- 3. Group Name and Group NAIC #** as assigned by NAIC.
- 4. Company Name(s), State of Domicile, NAIC #, FEIN#, State #:** Every company to which this filing applies must be listed and the company information must be supplied, with the exception of the State # (the company specific code) if not available or not required by the filing jurisdiction. A filing that lists a group without supplying company info will not be accepted in most states.
- 5. Company Tracking Number:** The filing number assigned by the insurance company, if any.
- 6. Contact Info of Filer or Corporate Officer:** The company should supply the information on the person the state should contact if there is a question/problem with the filing. If there is more than one person (perhaps, one for rates, one for forms) then both should be listed.
- 7. Signature of authorized filer:** Some states require a signature of the authorized filer. If the filer is third party, a letter of authorization from the insurer must be submitted according to state requirements.
- 8. Please print name of authorized filer:** So we can decipher #7 above!
- 9. Type of Insurance (TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Type of Insurance” and roughly corresponds to the annual statement line of business.
- 10. Sub-type of Insurance (Sub-TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Sub-Type of Insurance”.
- 11. State Specific Product code(s):** See State Specific Requirements for these codes
- 12. Company Program Title:** Marketing title, if applicable.
- 13. Filing Type:** Choices are Rate/Loss Cost; Rules; Rates/Rules; Forms; Withdrawal; Other.

14. Effective Date Requested: This is the effective date the company requested when they made the filing. It is not necessarily the date the filing officially becomes effective. This is also where the company can indicate the different effective dates for new or renewal business.

15. Reference Filing: Yes/No

16. Reference Organization (if applicable): The name of the advisory organization—i.e. ISO, NCCI, AAIS, etc. or an Insurance Company name if “me too filing” is permitted. Some states allow companies to reference another company’s filing. A “me too” filing is when one company adopts another company’s filing. Usually they are not part of the same group. You should check with each state to determine their rules on these filings. If permitted, use this area to indicate either an advisory organization name or “me too” company name.

17. Reference Organization Number & Title (if applicable): This is the unique number that the reference organization gives to the filing. It is generally not the same number as the circular number.

18. Company’s Date of filing: The date the company sends the filing.

19. Status of filing in domicile: Place for the company to show if filing has been filed in domicile and its status.

20. This filing transmittal is part of Company Tracking #: This ties all of the pages of the transmittal to the same filing. It is helpful for the state.

21. Filing Description: This area can be used in lieu of a cover letter or filing memorandum and is free-form text.

22. Filing Fees: Please refer to each state’s checklist for additional state specific requirements or instructions on calculating fees.

PREMISES POLLUTION LIABILITY FORMS LIST

- Policy form to be utilized:
 - PF-22198 (04/07) Premises Pollution Liability II Insurance Policy EZ Form
 - PF-22101 (04/07) Premises Pollution Liability II Insurance Policy EZ Form (Declarations)
 - PF-22100 (04/07) Premises Pollution Liability Coverage Application
- Submitted endorsements for admitted lines approval:
 - PF-22189 (04/07) Additional Insured Endorsement
 - PF-22190 (04/07) Contingent Transportation Coverage – with sub-limit Endorsement
 - PF-22191 (04/07) Schedule of Additional Covered Locations Endorsement
 - PF-22192 (04/07) Schedule of Covered Locations Endorsement
 - PF-22193 (04/07) Supplemental Extended Reporting Period – 12 Months Endorsement
 - PF-22194 (04/07) Supplemental Extended Reporting Period – 24 Months Endorsement
 - PF-22195 (04/07) Fungi Coverage Endorsement
 - PF-22196 (04/07) Named Insured(s) Endorsement
 - PF-22197 (04/07) Schedule of Non-owned Disposal Site(s) with sub-limit Endorsement
 - PF-22199(04/07) Retroactive Date Endorsement
- Standard ACE previously approved filed endorsements to apply to this program
 - CC1k11e (02/06) Signatures
 - One of the two TRIA forms (PF-19621 (01/06) Policyholder Disclosure Notice of Terrorism Insurance Coverage for rejection, or PF-19620 (01/06) Terrorism Risk Insurance Act ("TRIA") Endorsement for coverage)
 - PF-20414 (6/06) Terrorism Risk Insurance Act ("TRIA") Endorsement
 - IL P 001 01 04 U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
 - ALL-20887 (10/06) ACE Producer Compensation Practices & Policies
 - ALL-21101 (11/06) Trade or Economic Sanctions Endorsement



ace ina

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Robert E. Wolfrom, CPCU
Sr. Regulatory Specialist

August 7, 2007

Commissioner of Insurance

Re: Company ACE USA # 0626 NAIC # FEIN
ACE American Insurance Company 22667 95-2371728

Commercial General Liability
Pollution Exclusion Forms Endorsements
Our Filing Number: 07-GL-160(F)

Dear Commissioner:

We are submitting this filing to provide Pollution Liability coverage on an admitted basis, to its general clientele. This policy will provide coverage for first party clean-up of pollution releases that occur at the insured's premises and potential defense and indemnity for subsequent third party claims. This filing includes the policy form, declarations page and endorsement language necessary to execute the appropriate policy language. See the Filing Memorandum for details.

We wish to implement this revision with all new and renewal policies effective upon approval.

Please let me know if you have any questions.

Regards,

Bob Wolfrom, CPCU
Sr. Regulatory Specialist

FILING MEMO - FORM

Filing Description:

ACE Environmental Risk business unit is pursuing this filing on behalf of an initiative within the company to provide Pollution Liability coverage on an admitted basis, to its general clientele. ACE currently underwrites primary pollution liability policies utilizing the Illinois Union Insurance Company (non-admitted) filings and manuscript rating and policy forms for much of the business it transacts. The need for this rate and form filing arises based on our need to appropriately rate and execute an admitted lines expanded pollution coverage grant for our clients.

It is ACE's desire to provide clients with an option to elect admitted pollution liability coverage if so desired. This policy will provide coverage for first party clean-up of pollution releases that occur at the insured's premises and potential defense and indemnity for subsequent third party claims. This filing includes the rating methodology necessary to price the pollution coverage grant; and the policy form, declarations page and endorsement language necessary to execute the appropriate policy language.

- Policy form to be utilized:
 - PF22198_Premises Pollution Liability II Insurance Policy
 - PF22101_Premises Pollution Liability II Insurance Policy Declarations
- Submitted endorsements for admitted lines approval:
 - PF22189_Additional Insured
 - PF22190_Contingent Transportation Coverage – with sub-limit
 - PF22198_Schedule of Additional Covered Locations
 - PF22192_Schedule of Covered Locations
 - PF22193_Supplemental Extended Reporting Period – 12 Months
 - PF22194_Supplemental Extended Reporting Period – 24 Months
 - PF22195_Fungi Coverage
 - PF22196_Named Insured(s)
 - PF22197_Schedule of Non-owned Disposal Sites with sub-limit
 - PF22199_Retroactive Date
- Standard ACE Filed Endorsements to Apply To This Program
 - Signature Page
 - One of the two TRIA forms (PF19621 for Rejection, or PF19620 for Coverage)
 - IL P 001 01 04 OFAC Policyholder Notice
 - ALL-20887 (10/06) ACE Producer Compensation Practices & Policies
 - ALL-21101 (11/06) Trade or Economic Sanctions Endorsement

- Rate/Rule Utilized:
 - The rating methodology outlined in the filing is based on data developed via company experience and acquired institutional knowledge. The rate/rule filing memorandum describes the methodology utilized to develop an appropriate premium for the pollution coverage extension. The underwriter identifies the appropriate hazard rating for the insured via the ACE developed outline and elects an appropriate pollution rate for the account. This pollution rate then is modified by the number of locations, the ILF's and the chosen self-insured retention. Finally, consideration is given to the account's direct claim history, retroactive coverage, and optional enhancements.
- Eligibility:
 - Clients that meet the Underwriting Guidelines of the company will be eligible for this filed rate and form, depending on individual risk characteristics.